

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 03-296

The City of Lincoln, Nebraska intends to enter into an agreement and invites you to submit a sealed proposal for:

ONE-STOP OPERATOR SERVICES PROVIDER FOR THE GREATER LINCOLN WORKFORCE INVESTMENT BOARD

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, December 31, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508, telephone number is 402/441-7410, TDD number is 402/441-8398. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

The Greater Lincoln Workforce Investment Board operates in compliance with the Workforce Investment Act of 1998, 20 CFR Part 652. The selection process will be conducted as an "equal opportunity" activity. Auxiliary aids and services are available upon request to individuals with disabilities who participate in this activity.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATIONS FOR ONE-STOP OPERATOR SERVICES PROVIDER FOR THE GREATER LINCOLN WIB

1. INTRODUCTION

- 1.1 The Greater Lincoln Workforce Investment Board (GLWIB) is requesting proposals for designation and certification of a One-Stop Operator at its certified, comprehensive One-Stop Career Center, located at 1010 N Street in Lincoln, Nebraska.
- 1.2 The service would be for the period of one year, commencing February 6, 2004, with the option for renewal for three (3) additional one (1) year periods.
- 1.3 Interested parties should direct communications to the attention of Vince M. Mejer, Purchasing Agent of the City of Lincoln Purchasing Department, 440 South 8th Street, Suite 200, Southwest Wing, Lincoln, NE 68508, telephone 402/441-8314, TTD number is 402/441-8398.
- 1.4 Auxiliary aids and services are available upon request to individuals with disabilities.
- 1.5 All activities of the One-Stop operations must comply with the Workforce Investment Act of 1998, 20 CFR Part 652, Final Rule, August 11, 2000, and any subsequent amendments thereto.
- 1.6 In addition, all activities must comply with ordinances of the City of Lincoln, Nebraska and the laws of the State of Nebraska.
- 1.7 The certified, comprehensive One-Stop Center is the central point of access to job training and employer services for this local area.
- 1.8 Customers at the Center have access to core, intensive and training services through a fully integrated delivery system.

2. DUTIES OF THE ONE-STOP OPERATOR

- 2.1 Design the integration of the workforce delivery system.
- 2.2 Manage the coordination of the One-Stop partner services at the Center.
- 2.3 Manage the resource sharing and cost sharing allocations for the One-Stop partners.
- 2.4 Manage the lease agreement at the One-Stop Center.
- 2.5 Ensure that customer satisfaction needs are met, and that actions are taken to meet needs as determined by the GLWIB.
- 2.6 Develop and maintain an operations/business plan which establishes guidelines for the integration of services and expansion of services and resources at the One-Stop Center.
- 2.7 Present reports to the Board at each of its meetings regarding services, activities and outcomes at the One-Stop Center.
- 2.8 Market One-Stop Center services to the community and local labor market in coordination with the Board.
- 2.9 Recruit additional One-Stop partners in coordination with the Board.

- 2.10 Clearly define and communicate strategic objectives of the Board to the One-Stop partners.
- 2.11 Continuously assess customer needs and make recommendations to the Board on the need for continuous improvement.
- 2.12 Coordinate a One-Stop Management Council which will include representatives from each One-Stop partner for the purpose of evaluating delivery system issues.
- 2.13 Attend all other meetings at the request of the Board.

3. DESCRIPTION OF THE SELECTION PROCESS

- 3.1 The selection of the One-Stop Operator will be in accordance with WIA Sec. 121(d)(2)(A)(i) and 20 CFR 662.410.
- 3.2 Qualified and interested service providers should include the following written materials:
 - 3.2.1 A resume of the individual or individuals who would operate the One-Stop Center, listing employment background, education, and experience in operating a certified, comprehensive One-Stop center.
 - 3.2.2 Experience in negotiating memorandums of understanding between partnering agencies in the WIA system.
 - 3.2.3 Experience with integrating business community employers into the One-Stop system activities.
 - 3.2.4 Demonstrated understanding of customer satisfaction measures and methods of improving customer satisfaction, including any examples of measurements.
 - 3.2.5 Any information on how the operations of the One-Stop Career Center could be improved.
- 3.3 Interested and qualified providers will be scheduled to interview before the Executive Committee of the Board.
- 3.4 The individual or individuals that are proposed to operate the One-Stop Center must attend the interview and be available for questions and answers.
- 3.5 Following the selection process and final certification of the Operator, entities that interviewed will be entitled to a debriefing on the process. Requests for debriefings shall be directed to the Chair of the GLWIB.

4. EVALUATION OF QUALIFIED PROPOSALS

- 4.1 The Executive Committee of the GLWIB will evaluate proposals and determine those providers that qualify for interviews.
- 4.2 The Executive Committee intends to short list no more than three entities for the interview process, but reserves the right to interview more than three entities.
- 4.3 The evaluation process will include six different parts.
- 4.4 Each part of the evaluation can receive a variable number of points.
- 4.5 A maximum of 100 points could be received for the entire evaluation.
- 4.6 The evaluation point system will be as follows:
 - 4.6.1 20 points (maximum) for: Understanding of the intent and function of the Workforce Investment Act of 1998 as it applies to the One-Stop Operation.

- 4.6.2 20 points (maximum) for: Past Experience and Qualifications as a One-Stop Operator, including the experience of the individual(s) proposed for the actual operations of a certified, comprehensive One-Stop Career Center.
- 4.6.3 20 points (maximum) for: Understanding of the customer satisfaction measures that need to be taken to integrate the employee and employer community into a successful One-Stop operation.
- 4.6.4 20 points (maximum) for: Ideas and suggestions for how the local board and One-Stop operator can work together to improve the success of the One-Stop Career Center so that the spirit and intent of WIA can be met.
- 4.6.5 10 points (maximum) for: Perceived ability to gain cooperation among the One-Stop partners in the One-Stop Career Center so that each partner, regardless of size or program funding, will be willing to be part of a fully functional and integrated workforce system.
- 4.6.6 10 points (maximum) for: The proposal and interview process including the content of proposals, answering interview questions, and ability to meet the time tables of the GLWIB.

5. PROPOSALS AND SCHEDULE FOR SELECTION

- 5.1 Proposals from qualified providers must be submitted to Vince M. Mejer, Purchasing Agent at the City of Lincoln Purchasing Department, 440, South 8th Street, Suite 200, Southwest Wing, Lincoln, NE 68508 by 12:00 P.M. (CST) on Wednesday, December 31, 2003.
- 5.2 Qualified providers should submit 7 copies of said requested proposal, with said material not exceeding 10 pages in length (not including resume).
 - 5.2.1 Return your proposals in a sealed enveloped marked with your company name and specification number.
- 5.3 The Executive Committee will determine a short list of qualified providers that will be invited to interview.
 - 5.3.1 Such interviews will be held on January 13 or 15, 2004 at the One-Stop Career Center, 1010 N Street, Lincoln, Nebraska.
 - 5.3.2 Interview times will be assigned pending receipt of the proposals.
- 5.4 Final designation of the One-Stop provider will be made at the Meeting of the Greater Lincoln Workforce Investment Board on February 4, 2004, to be held at the Cornhusker Hotel in Lincoln, Nebraska.

6. EQUAL OPPORTUNITY

- 6.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 6.2 In the employment of persons, proposer shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

- 6.3 Successful proposer will be required to comply with the provisions of the City's Affirmative Action Policy.
- 6.4 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.
- 6.5 This Workforce Investment Act activity is an "equal opportunity employer/program".

7. NATURE OF THE PROPOSED RELATIONSHIP

- 7.1 The successful proposer will be designated and certified by the City and the Greater Lincoln Workforce Investment Board by a certification agreement and will perform the services required as an independent contractor and shall not be deemed an employee of the City.
- 7.2 The One-Stop Operator will be responsible for payment of all his own payroll taxes, and payment of all withholding amounts, including, but not limited to, state and federal income taxes, FICA, FUTA, and other payroll taxes.
- 7.3 It is anticipated the services will be performed personally by the One-Stop Operator and that neither the services nor the agreement will be delegable without the express written consent of the City.

8. SCHEDULE

- | | | |
|-----|-----------------|------------------------|
| 8.1 | Advertise RFP | December 10, 2003 |
| 8.2 | Open RFP | December 31, 2003 |
| 8.3 | Short list | January 6, 2004 |
| 8.4 | Interviews | January 13 or 15, 2004 |
| 8.5 | Recommendations | February 4, 2004 |

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 1. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.